

IN THE UNITED STATES DISTRICT COURT  
FOR THE NOTHERN DISTRICT OF CALIFORNIA

THOMAS A. GONDA, JR., M.D.,	)	Case No. 3:11-CV-01363 SC
	)	
Plaintiff,	)	ORDER DENYING PLAINTIFF'S
	)	<u>MOTION TO ALTER JUDGMENT</u>
v.	)	
	)	
THE PERMANENTE MEDICAL GROUP, INC.	)	
in its capacity as Plan	)	
Administrator; THE PERMANENTE	)	
MEDICAL GROUP, INC. LONG TERM	)	
DISABILITY PLAN FOR PHYSICIANS,	)	
	)	
Defendants.		

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Plaintiff filed this action bringing claims under the Employee Retirement Income Security Act of 1974 ("ERISA") and for breach of fiduciary duty. On February 17, 2015, the Court granted Defendants' motion for summary judgment, finding that Mr. Gonda had waived his ERISA benefits when he signed a settlement agreement in November 2011. ECF No. 102 ("SJ Order"). Plaintiff now moves the Court to order a new trial or to alter or amend the summary judgment order. ECF No. 104 ("Mot."). For the reasons described herein, the Motion is DENIED.

"Under Rule 59(e), it is appropriate to alter or amend a judgment if '(1) the district court is presented with newly discovered evidence, (2) the district court committed clear error or made an initial decision that was manifestly unjust, or (3) there is an intervening change in controlling law.'" United Nat'l

1 Ins. Co. v. Spectrum Worldwide, Inc., 555 F.3d 772, 779 (9th Cir.  
2 2009) (quoting Zimmerman v. City of Oakland, 255 F.3d 734,  
3 740 (9th Cir. 2001)). Here, Plaintiff has not shown that there is  
4 newly-discovered evidence, that the Court committed clear error or  
5 made an initial decision that was manifestly unjust, or that there  
6 was an intervening change in controlling law.

7 Mr. Gonda raises two issues of law that he claims were not  
8 fully addressed by the Court: (1) whether defendants waived the  
9 affirmative defense of release because the insurer, Life Insurance  
10 Company of North America ("LINA"), did not rely on the settlement  
11 agreement in denying Mr. Gonda's claim for long term disability  
12 benefits during the administrative appeal process (Mot. at 5-7),  
13 and (2) whether the settlement agreement encompassed Mr. Gonda's  
14 claim for disability benefits under the ERISA plan (Id. at 7-8).  
15 Both of these issues were fully litigated (ECF No. 71 ("SJ Opp'n")  
16 at 21:17-22:5; 24:24-27; 26:10-12; 25:2-28:6)) and fully addressed  
17 in the Court's Order (SJ Order at 7:15-10:17; 11:17-12:15; 20:9-19;  
18 21:12-22:19). None of the arguments set forth in Plaintiff's  
19 Motion give the Court cause to doubt its reasoning. Accordingly,  
20 Plaintiff's Motion is DENIED.

21  
22 IT IS SO ORDERED.

23  
24 Dated: June GH, 2015



25 UNITED STATES DISTRICT JUDGE  
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